

HOLLAND & KNIGHT LLP
Thomas D. Leland (pro hac vice)
Leah E. Capritta (pro hac vice)
1801 California Street, Suite 5000
Denver, CO 80202
Telephone: (303) 974-6660
Facsimile: (303) 974-6659
Email: thomas.leland@hklaw.com
leah.capritta@hklaw.com

HOLLAND & KNIGHT LLP
Vito Costanza (SBN 132754)
400 South Hope Street, 8th Floor
Los Angeles, CA 90071
Telephone: (213) 896-2400
Facsimile: (213) 896-2450
Email: vito.costanza@hklaw.com

Attorneys for
TIGER NATURAL GAS, INC.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re	)	CASE NO. 19-30089 (DM)
)	
PACIFIC GAS AND ELECTRIC	)	Chapter 11
COMPANY,)	
	)	DECLARATION OF LEAH E.
-and-	)	CAPRITTA IN SUPPORT OF TIGER
	)	NATURAL GAS INC.'S MOTION TO
PACIFIC GAS AND ELECTRIC	)	ENFORCE SETTLEMENT (REDACTED)
COMPANY,)	
	)	Date: April 11, 2023
Debtors.	)	Time: 10:00 AM
	)	Judge: Hon. Dennis Montali
<input type="checkbox"/> Affects PG&E Corporation	)	Ctrm: 17
<input checked="" type="checkbox"/> Affects Pacific Gas and Electric)	
Company)	
<input type="checkbox"/> Affects both Debtors)	
)	
<i>*All papers shall be filed in the Lead Case,</i>)	
<u>No. 19-30088 (DM)</u>)	

DECLARATION OF LEAH E. CAPRITTA

I, Leah E. Capritta, declare as follows:

1. I am over the age of 18 and have personal knowledge of the matters stated herein. I am an attorney licensed to practice in the State of Colorado and admitted pro hac vice to practice before this Court. I am a partner at the law firm of Holland & Knight LLP and am counsel for Tiger Natural Gas, Inc. ("Tiger"). I make this declaration in support of Tiger's Motion to Enforce Settlement. I have personal knowledge of the facts set forth below, and if called and sworn as a witness, I could and would testify competently thereto.

2. On November 18, 2016, Tiger filed a lawsuit against Debtor PG&E in the United States District Court for the Northern District of California in connection with PG&E's fraudulent and deceptive behavior in acting as its billing and collection agent in the case styled *Tiger Natural Gas, Inc. v. Pacific Gas & Electric Co.*, 4:16-cv-06711-JSW. A true and correct copy of the complaint is attached as **Exhibit A**.

3. In the complaint, Tiger alleges three fraudulent schemes giving rise to claims under RICO, the Sherman Act, intentional and negligent misrepresentation, intentional interference with contract, breach of contract, breach of fiduciary duty and violation of the California Unfair Competition Law. The Complaint also names three PG&E employees individually as defendants: Albert Torres; William Chen; and Tanisha Robinson.

4. Tiger's lawsuit followed a similar case filed by United Energy Trading ("UET") on May 28, 2015, in the United States District Court for the Northern District of California, styled *United Energy Trading LLC v. Pacific Gas & Electric Co.*, 15-cv-2383-RS. There were two other similar cases:

- *North Star Gas Company v. Pacific Gas & Electric Co.*, 15-cv-2575-HSG; and
- *Vista Energy Marketing, LLP v. Pacific Gas & Electric Co.*, 16-cv-4019-HSG.

5. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

6.

7. In July 2020, the Court approved the Plan. Neither UET nor Tiger, as Unimpaired Creditors, voted on the Plan.

8.

[REDACTED]

9. On November 29, 2022, I attended a settlement conference on behalf of Tiger with the Honorable Thomas S. Hixson. Lori Johnson, Tiger's President, among other executives at Tiger, also attended the conference. PG&E's representatives included Laurie Edelstein, its outside counsel, Shari Hollis-Ross, Chief Counsel, Litigation & Commercial Transactions, and David Gutierrez, PG&E's Senior Manager for Core Gas Aggregation.

10.

[REDACTED]

A true and correct copy of the transcript from the settlement conference is attached hereto as **Exhibit D.**

1 11. Both Tiger and PG&E stipulated orally on the record to these terms. Tiger agreed
2 to these terms based on the provisions from the UET Agreement, which as noted above, was
3 represented to be PG&E's standard agreement. Nothing in the record reflects an express
4 agreement on any other terms.

5 12. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 13. [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 14. [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 15. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 16. [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 I declare under penalty of perjury under the laws of the United States of America that the
25 foregoing is true and correct.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: January 13, 2023

HOLLAND & KNIGHT LLP

By: /s/ Leah E. Capritta
Leah E. Capritta

Attorneys for Tiger Natural Gas, Inc.